

1 MR. HARRINGTON: Has Verizon been
2 disciplined or penalized for other parties'
3 violating CPNI requirements?

4 MS. LANGSTINE: For other parties?

5 MR. HARRINGTON: Yes.

6 MS. LANGSTINE: Not to my knowledge.

7 MR. HARRINGTON: I would like to talk for
8 a moment about the process Verizon would use to
9 address the abuse of CPNI.

10 MS. LANGSTINE: Okay.

11 MR. HARRINGTON: And I would like you to
12 turn to Cox Exhibit Number 31.

13 Now, this exhibit indicates that Verizon
14 won't make any determinations about CPNI violations
15 but would file complaints about Cox's behavior if
16 necessary. I would like to explore what that
17 means.

18 I guess I will start with this: Can I
19 assume that Verizon will not go to, say, the
20 Virginia Commission or the FCC about every use of
21 CPNI that Cox might make?

22 MS. LANGSTINE: First of all, I think we

1 need to clarify something, that Verizon is not
2 monitoring for content, okay? We are looking for
3 outlying behavior. This specifically more applies
4 to the GUI than to ap-to-ap EDI application. If we
5 are looking to a specific end user who is doing
6 uncontrolled searches or searches outside what a
7 normal person would do on a Web GUI, okay? The
8 question we ask ourselves is what this person
9 accessing and could they possibly have permission
10 to access all of these things?

11 So, I want to put that in context, okay?
12 We do not monitor for content.

13 MR. HARRINGTON: Let's turn then to
14 Verizon's proposed language. And for this purpose
15 I would like to--you could look at the Joint
16 Decision Point List. Do you have that in front of
17 you?

18 MS. LANGSTINE: Would you say that again.

19 MR. HARRINGTON: Joint Decision Point
20 List.

21 MS. LANGSTINE: I don't think I have it.

22 MR. HARRINGTON: I will read to you from

1 what on my copy is page five, which is Verizon's
2 proposed contract language to Cox.

3 MS. LANGSTINE: Page five?

4 MR. HARRINGTON: It may be a different
5 page on yours, but it shouldn't be too far off.

6 MR. OATES: Section 18.4.4?

7 MR. HARRINGTON: Yes.

8 MS. LANGSTINE: I have that, yes.

9 MR. HARRINGTON: Okay. Could you read for
10 me--yes, I guess the first sentence of that.

11 MS. LANGSTINE: Okay. BA shall have the
12 right to monitor and/or audit Cox's access to and
13 use and/or disclosure of customer proprietary
14 network information that is made available by BA to
15 Cox pursuant to this agreement, to ascertain
16 whether Cox is complying with the requirements of
17 applicable law in this requirement with regard to
18 such access, use, and/or disclosure.

19 To the extent permitted by applicable
20 law--

21 MR. HARRINGTON: I only needed the one
22 sentence.

1 MS. LANGSTINE: I'm sorry.

2 MR. HARRINGTON: Now, does that provision
3 limit Verizon's monitoring to the volume of usage
4 by Cox?

5 MS. LANGSTINE: That's our understanding
6 of it. That's how we determine there could be
7 potential abuse.

8 MR. HARRINGTON: As I have read your
9 testimony, it appears that what you're saying is at
10 this time Verizon only monitors extensive use as
11 opposed to what it's used for; is that correct? As
12 I read your testimony, what it says merely is that
13 Verizon's practice is not to monitor anything but
14 the volume of use. Is that a fair statement?

15 MS. LANGSTINE: That is correct, we
16 monitor the volumes.

17 MR. HARRINGTON: But can you find anything
18 in this language that prevents from you monitoring
19 the actual CPNI obtained by Cox as a for-instance,
20 the content as you said earlier?

21 MS. LANGSTINE: I can't say there is
22 anything specifically in that language, 18.4.4.

1 MR. HARRINGTON: Okay. Let's turn back to
2 what we were discussing earlier, which are the
3 standards.

4 I think it is fair to say that Verizon
5 doesn't expect to go to the Virginia Commission or
6 the FCC for every use of CPNI that Verizon intends
7 to apply some sort of screen to decide, and as you
8 described it, wasn't that screen the volume?

9 MS. LANGSTINE: Yes. It would be our
10 intention to make it known to a CLEC that there is
11 a potential there, and we would ask them to look
12 into it.

13 MR. HARRINGTON: I see. Okay. Let's
14 actually talk about the scenario you have in your
15 testimony, and I'm referring now to what is Verizon
16 Exhibit 6 of your testimony at page three, line 17
17 to 18. And there you describe a scenario in which
18 Verizon believes there was abused, and you
19 described that as larger than normal preorder
20 activity.

21 Now, you would go to Cox and say please
22 explain this to us; is that correct?

1 MS. LANGSTINE: That needs a little
2 clarification. Preorder activity in general, as
3 long as a single-user ID was not issuing thousands,
4 if Cox--if every user of Cox, you know, there was
5 increase of preorder activity, that's fine. That's
6 your prerogative to use the interface. What we are
7 talking about is individual users on the Web GUI.
8 If we saw just general increase in preorder
9 transactions, there would be no understanding of
10 misuse or abuse of the OSS. It would be, again,
11 Web GUI, single-user ID with thousands of
12 transactions.

13 MR. HARRINGTON: But there's nothing in
14 the contract that says that's all you're going to
15 look for; right?

16 MS. LANGSTINE: I can't say there are
17 specific words to that, no.

18 MR. HARRINGTON: But let's go back to the
19 hypothetical. Cox, you see what you think is
20 unwarranted increase by whatever criteria Verizon
21 has adopted. You go to Cox and say "please explain
22 this." Cox gives you--says, "We looked at it, and

1 we think it's legitimate." Is it over, then?

2 MS. LANGSTINE: I would say that's a
3 single occurrence, Verizon would say, "Great, thank
4 you. We appreciate you looking into this," and
5 yes, we would assume that. If there was continued
6 evidence or continued--I'm trying to think of the
7 right word. Continued evidence that we see this
8 happening over and over again, then I guess there
9 would be a different conversation that we would
10 have with the CLEC.

11 MR. HARRINGTON: Is there some point at
12 which you would then go to the state regulator or
13 the FCC?

14 MS. LANGSTINE: I suppose there would be
15 at some point. But again, I think that would be an
16 extraordinary measure.

17 MR. HARRINGTON: Now let's assume for the
18 moment there is a benign explanation--

19 MS. LANGSTINE: You're fading on me.

20 MR. HARRINGTON: Let's assume for a moment
21 that there is a benign explanation for a particular
22 incident.

1 Do you think that the very act of Verizon
2 going to talk to Cox might affect Cox's behavior in
3 the future?

4 MS. LANGSTINE: Would it affect--in what
5 way? I would assume that if there was a benign
6 answer and that every party was satisfied, that
7 there would be--that that would be the end of it,
8 and I wouldn't expect Cox to have to alter their
9 behavior if there was nothing to alter.

10 MR. HARRINGTON: But you just said a
11 moment ago, if the same thing happened again,
12 despite the benign explanation, that you would come
13 back to Cox again, and if you saw it happening
14 repeatedly, you would then go to a regulator. So,
15 aren't you expecting that your consultation with
16 the CLEC is going to affect the CLEC's behavior?

17 MS. LANGSTINE: I would expect that if the
18 CLEC found that one of their employees or one of
19 their--someone working on their behalf was doing
20 something improper, that they would take care of
21 it. Whether or not they advised Verizon of that is
22 one thing, but if--but they would take care of it.

1 If they truly found something that was
2 amiss or that was something that should not--was
3 not following the proper procedures, that they
4 would handle it. And if that was a change in
5 behavior, then yes, I would expect them to make a
6 change of behavior if they found something that
7 needed to be changed.

8 MR. HARRINGTON: Let's go back to the
9 hypothetical we were talking about. Cox says there
10 is a benign explanation for this, and you say okay,
11 there was a benign explanation, we are fine.

12 In that scenario as opposed to the one you
13 discovered where Cox discovered there was someone
14 acting badly and fixes it, where there is a benign
15 explanation, wouldn't you expect that the same
16 thing would happen again if it was perfectly
17 reasonable that Cox was doing something lawful?

18 MS. LANGSTINE: I'm honestly not sure I
19 follow that.

20 MR. HARRINGTON: Okay. I will go back
21 again.

22 The scenario is this: Cox has an

1 unexpected increase, a larger than normal preorder
2 activity, to quote your testimony--

3 MS. LANGSTINE: Would that be with one
4 individual or Cox in general?

5 MR. HARRINGTON: Let's assume for the
6 moment one individual.

7 MS. LANGSTINE: Okay.

8 MR. HARRINGTON: Let's assume Cox has a
9 small number of individuals who do this activity.
10 One individual, Verizon goes to Cox, Cox
11 says we checked it out, there wasn't anything wrong
12 going on there. Verizon, according to you, says,
13 that's fine, and the situation recurs, and Cox
14 tells you again there was no--there was nothing
15 wrong going on there. Am I correct to assume that
16 at some point you're going to stop believing Cox?

17 MS. LANGSTINE: I would say at some point
18 there would be a lot more serious discussion as to
19 what was going on, and there would be some--there
20 would have to be some determination that either
21 someone acting on behalf of Cox was doing the wrong
22 thing, and would have to be corrected, because the

1 issue here is you are impacting other CLECs. You
2 are impacting Verizon's responsibility to provide
3 that open access to its OSS.

4 MR. HARRINGTON: But that's not actually a
5 CPNI issue, then?

6 MS. LANGSTINE: I can't hear you.

7 MR. HARRINGTON: That's not the CPNI
8 issue, is it?

9 MS. LANGSTINE: Not specifically related
10 to the CPNI issue, but as I said in my testimony we
11 monitor for two reasons. One is for the open
12 access. The second is to make sure that activity
13 of the CLECs is in accordance with the prescribed
14 use of that OSS. And one of those obligations is
15 to protect CPNI.

16 MR. HARRINGTON: But let's focus on the
17 CPNI, though. You're indicating in your testimony
18 that you have dual purposes for monitoring the CPNI
19 use, and one of the significant ones is the OSS,
20 and we have talked about the OSS already and, I
21 think, addressed your reasons for that. But why is
22 increase in volume an indicator of violation of

1 CPNI requirements?

2 MS. LANGSTINE: Increase in volume in
3 general is not. One person--or I should correct
4 that to say one user ID initiating thousands of
5 transactions, why else you would be doing that? I
6 guess it calls into question your use of CPNI, and
7 it's something we would need to have a discussion
8 about.

9 MR. HARRINGTON: Well, then, it seems to
10 me you're suggesting there are no possible benign
11 explanations for large increases in user activity
12 by a single user ID; is that right?

13 MS. LANGSTINE: I'm saying that, number
14 one, one user ID, large numbers of transactions, is
15 clearly against the policy of using the Web GUI,
16 and it is clearly written and documented in our
17 procedures, and continued use of that is something
18 that would cause Verizon and the offending CLEC to
19 need to really have very serious discussions about.
20 What you're doing, why you're doing it, and how we
21 could remedy that.

22 MR. HARRINGTON: Leaving aside the Web GUI

1 question, is it your view that a sudden increase in
2 access to CPNI--and I understand your software
3 concerns--I'm not talking about those--a sudden
4 increase in access to CPNI demonstrates a violation
5 of the requirements governing CPNI under Federal
6 law? Or is there some other explanation that would
7 be all right with you?

8 MS. LANGSTINE: If there was increased
9 uses, increased access to that, no, there would be
10 no general reason why increased access is
11 considered an abuse.

12 MR. HARRINGTON: But that's the example
13 you give in your testimony, isn't it?

14 MS. LANGSTINE: It was a--it was an
15 example of something that could happen.

16 MR. HARRINGTON: Now, let's talk a little
17 bit about what might cause large increases.

18 MS. LANGSTINE: Say that again.

19 MR. HARRINGTON: Large increases to access
20 to CPNI.

21 MS. LANGSTINE: Okay.

22 MR. HARRINGTON: Could they be a result of

1 a brand new successful marketing campaign?

2 MS. LANGSTINE: I suppose that's possible,
3 yes.

4 MR. HARRINGTON: Could they result from
5 just beginning to offer service in a new area where
6 service was not previously offered?

7 MS. LANGSTINE: Yes, there are a number of
8 very valid reasons, two of which you just mentioned
9 as to why you might see increased pre-order and
10 order activity from any one CLEC, in general, from
11 their access methods.

12 MR. HARRINGTON: I would like to go back
13 now to questions about safeguards on the use of
14 information Verizon obtains from monitoring.

15 Is there anything in the agreement that
16 prevents Verizon from using information gained from
17 CPNI monitoring for win-back activities?

18 MS. LANGSTINE: I don't think there is
19 anything specific to the--in the contract relative
20 to that.

21 MR. HARRINGTON: Is there anything in the
22 agreement that would prevent Verizon from targeting

1 marketing to areas where Cox has been successful in
2 getting new customers?

3 MS. LANGSTINE: I'm not sure why we would
4 be prevented from having a marketing campaign of
5 our own.

6 MR. HARRINGTON: Let me ask the question
7 differently. Is there anything in the agreement
8 that would prevent Verizon from using its knowledge
9 of Cox's access of CPNI to target its marketing
10 campaigns?

11 MS. LANGSTINE: I'm not sure, but Verizon
12 does not use the information for monitoring its OSS
13 for marketing reasons.

14 MR. HARRINGTON: But there is nothing in
15 the agreement that you know of that would prevent
16 it?

17 MS. LANGSTINE: There is nothing in the
18 agreement that says you cannot use information, but
19 as I said, Verizon--there is--I mean, Verizon is
20 aware of customers that it has lost to other CLECs,
21 just4 as CLECs, just like you are aware of
22 customers you have lost to other CLECs.

1 MR. HARRINGTON: I would like you to turn
2 to your rebuttal testimony, which is Verizon
3 Exhibit 20, and we will look at page three, lines
4 13 through 18.

5 MS. LANGSTINE: Did you say 13 through 18?

6 MR. HARRINGTON: I pointed you to the
7 wrong page.

8 MS. LANGSTINE: Okay.

9 MR. HARRINGTON: It's page two, lines
10 five--I was looking at the wrong reference page.
11 Page two is the sentence that begins on line five
12 and continues through line eight.

13 MS. LANGSTINE: Page two, begins "While
14 Verizon VA has no reason to doubt"?

15 MR. HARRINGTON: Correct.

16 And that sentence indicates that there is
17 nothing Verizon could do to, and I'm paraphrasing
18 here, prevent a rogue individual from acting
19 improperly.

20 Isn't that true of Verizon as well?

21 MS. LANGSTINE: Yes, Verizon has corporate
22 policies in place to try to prevent this as well.

1 MR. HARRINGTON: Right, but there is
2 nothing Verizon could do to prevent an individual
3 from breaking those corporate policies?

4 MS. LANGSTINE: I'm not saying there is
5 nothing Verizon could do. I'm aware of a number of
6 employees who have been terminated from Verizon for
7 accessing information that they should not have.

8 Verizon is very careful to provide access
9 to the--to specific systems, unless there is a
10 business need. We have a requirement for
11 passwords. We do not provide information even to
12 other employees because there is a very clear
13 guideline that states, if you don't need to have
14 this information, do you not have access to it.

15 MR. HARRINGTON: That's sufficient for
16 Verizon?

17 MS. LANGSTINE: That is not sufficient for
18 Verizon if we find it is violated.

19 MR. HARRINGTON: But you believe you have
20 got sufficient protections in place internally?

21 MS. LANGSTINE: Yes, I do.

22 MR. HARRINGTON: Do you have any reason to

1 doubt that any of the CLECs in this proceeding, and
2 Cox in particular, don't have sufficient
3 protections in place?

4 MS. LANGSTINE: I'm honestly not aware of
5 Cox's policies and procedures, so I can't make that
6 comment. I'm only aware of Verizon's.

7 MR. HARRINGTON: But you don't have any
8 reason to think there is anything wrong with Cox's
9 policies. Your point here is more speculative than
10 anything else, isn't it?

11 MS. LANGSTINE: I have no reason to
12 believe that they would not try to have the best
13 policies and procedures in place.

14 MR. HARRINGTON: I have no further
15 questions.

16 MR. DYGERT: Thank you. Who is next?

17 MR. LOUX: One suggestion, since AT&T is
18 only interested in--let me rephrase that. Since
19 there is one issue we are currently involved on
20 this panel, I wonder if it makes sense for me to go
21 first and you examine on your three? Just one. Is
22 that okay with you?

1 MR. DYGERT: That's fine.

2 CROSS-EXAMINATION

3 MR. LOUX: Can you hear me? My name is
4 Ridge Loux, and I'm an attorney with AT&T. I have
5 a couple of questions for you with respect to issue
6 I-11.

7 MS. LANGSTINE: Yes.

8 MR. LOUX: First, could you tell me,
9 please, besides your testimony this morning, is
10 there any other testimony of record in this
11 proceeding by you addressing this issue?

12 MS. LANGSTINE: No, there is not.

13 MR. LOUX: Okay, so I take that to
14 mean--let me ask it differently: Are you aware of
15 any testimony or other evidence in this proceeding
16 addressing issue I-11?

17 MS. LANGSTINE: I am--I am knowledgeable
18 of some testimony.

19 MR. LOUX: By Verizon on this issue?

20 MS. LANGSTINE: I believe that there was
21 some testimony--let me get this right. Actually,
22 I'm not sure I am.

1 MR. OATES: The issue is I-11, not I-10.

2 MS. LANGSTINE: I'm there, I-11. I know
3 Verizon has stated their position with this. I'm
4 not aware of any specific testimony.

5 MR. LOUX: Okay. Then let's move to a few
6 points I would like to follow up on that
7 Mr. Harrington explored with you.

8 The first one I would like to ask, if you
9 know how many distinct systems, Verizon systems,
10 comprise the OSS to which CLECs would have access.

11 MS. LANGSTINE: No, there are a large
12 number of systems.

13 MR. LOUX: If I were to represent to you
14 when we asked this question of Verizon in this
15 proceeding, we asked to name each distinct system
16 for which costs are included in Verizon's access to
17 OSS, that 20 were identified, would you have any
18 reason to disagree with that number?

19 MS. LANGSTINE: Did you say 22?

20 MR. LOUX: 20, two zero.

21 MS. LANGSTINE: Oh, 20. Since I haven't
22 seen that response, I really can't comment on that.

1 MR. LOUX: Okay. Let me ask this: Do I
2 understand the way the provision to work to mean
3 that if Verizon determined that the breach by a
4 CLEC of access to any one of those systems be at 20
5 or any other number, would entitle Verizon to
6 terminate or suspend access to all of them? Is
7 that right?

8 MS. LANGSTINE: It's my understanding that
9 we include a number of systems in the OSS, the
10 interfaces as well as the back-end systems, yes.

11 MR. LOUX: Just so I understand, so that a
12 breach as determined by Verizon of access to any
13 one of them could entitle Verizon under this clause
14 to terminate or suspend access to all of them;
15 correct?

16 MS. LANGSTINE: Yes.

17 MR. LOUX: Thanks.

18 One of those systems, I believe, and
19 correct me if I'm wrong, is a system known as "live
20 wire"; isn't that right?

21 MS. LANGSTINE: Live wire, yes.

22 MR. LOUX: It's a pre-order system in

1 which a CLEC or Verizon can determine things like
2 address validation and number reservation and
3 features in a switch, things of that nature? True?

4 MS. LANGSTINE: Yes, that's true.

5 MR. LOUX: I interrupted. I didn't mean
6 to. Did you finish your answer?

7 MS. LANGSTINE: Yes, I did. I just said
8 we use live wire for mostly pre-order.

9 MR. LOUX: Okay. Now I would like to
10 follow up a bit on the hypothetical Mr. Harrington
11 was exploring with you.

12 If a CLEC were to access live wire when it
13 first entered a market, is it likely--let me
14 rephrase it differently.

15 When a CLEC first enters the market,
16 wouldn't the amount of activity of a CLEC accessing
17 live wire be relatively low?

18 MS. LANGSTINE: Again, I'm not a marketing
19 expert, but I would assume that as you enter a
20 market, your volume is low and it grows.

21 MR. LOUX: Okay. Assume for me, if you
22 would, that AT&T has entered into a market in

1 Virginia, and has for a while maintained a
2 relatively low profile, and therefore its use of
3 and access to live wire has remained relatively low
4 and stable; okay?

5 MS. LANGSTINE: Okay.

6 MR. LOUX: Over--not over time, but at a
7 point in time AT&T's access of live wire spikes
8 dramatically and Verizon notices that. Would
9 Verizon maintain that that's a breach of AT&T's
10 access to live wire?

11 MS. LANGSTINE: No. I believe I already
12 explained that in that volumes in and of themselves
13 are not indicative of any abuse, okay? Or misuse
14 or breach of any contract, okay? There is an
15 expectation that volumes grow over time, depending
16 upon the maturity of the marketplace.

17 Again, what I said here is that a very--we
18 are talking about an individual user would
19 have--again, it would have to be a very large
20 number of transactions, something that would be
21 impossible for a human being, sitting in a
22 terminal, using ISP access. These are the kinds of

1 things that we would look at.

2 So, just a general, you know,
3 upward--upward volume, that's not going to be
4 indicative of any abuse.

5 MR. LOUX: So, do I understand you to say
6 if AT&T's access of live wire for a period of time
7 is low and stable, and then dramatically increases
8 to a point that might otherwise cause you
9 suspicion, but simply increases dramatically and
10 maintains at that higher level that in and of
11 itself is not an indication to you of potential
12 breach?

13 MS. LANGSTINE: Not necessarily, no.

14 MR. LOUX: Well, what if someone in
15 Verizon would think otherwise?

16 MS. LANGSTINE: Well, you know, I don't
17 think that these things are done arbitrarily. I
18 think that there has to be a--there has to be harm
19 shown to the system. Volumes in and of themselves
20 do not harm our systems. It would have to be such
21 a serious--we are talking about--I'm assuming this
22 is all in relation to I-11, which is talking about

1 termination of the OSS. There would have to be a
2 serious interference with our OSS that either no
3 other CLEC could use it, or our back-end systems
4 would have to be seriously impaired, such as the
5 loss of database records. Volumes are only
6 indicative of use in this particular instance that
7 you point out.

8 MR. LOUX: Okay. Who in Verizon would
9 make the determination of serious impairment?

10 MS. LANGSTINE: I'm sure that we would
11 probably have our IT professionals, would be the
12 people who would be looking into the damage that if
13 this, again, hypothetical situation occurred, that
14 it would be our IT professionals who would be
15 looking into this.

16 MR. LOUX: If the IP professional were to
17 say whoever makes the determination, AT&T's use of
18 live wire is no longer legitimate pre-order
19 activity, but is simply trolling or marketing
20 function, would such a determination constitute a
21 breach to entitle Verizon to suspend access under
22 this clause?

1 MS. LANGSTINE: I don't think that a
2 single instance of that--I don't believe that we
3 would terminate the OSS access on a single breach
4 of something--of any of our agreements. I think it
5 would have to be--again, it would have to be so
6 extraordinary that you would be damaging the access
7 to the other CLECs or you would be seriously
8 causing harm to databases or access to our back-end
9 systems.

10 MR. LOUX: Thank you, Mrs. Langstine. I
11 have no further questions.

12 MR. OATES: Could I interject something
13 there before Mr. Loux moves on, and perhaps he is
14 aware, but Verizon did file rebuttal testimony with
15 regard to issue I-11 on August 17. Ms. Langstine's
16 name is not on that panel. At such a time during
17 the process of this when we realized the
18 convergence of issues I-8 and I-11, we offered her
19 up as the appropriate witness, we offered her up as
20 the appropriate witness. If he wants to
21 cross-examine on that testimony, I don't want the
22 record to reflect he didn't have an opportunity or